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exception from the operation of these restraining statutes has been made by statute in some of the states in favor of holographic wills, without witnesses. STIMPSON, AM. ST. LAW, § 2645. These statutes all provide that the will shall be wholly written and signed in the hand-writing of the testator; some require it to be signed at the end; others that it shall also be dated; and still others have additional requirements. The Arizona statute, under which the principal case arises, requires only that the instrument be authenticated by the signature of the testator, but does not designate where such signature shall be placed. The court bases its decision upon the ground that the writing upon the envelope while signed, is not of a testamentary character; that the writing on the paper cannot stand alone as it is not signed in compliance with the statute; that the only internal connection between the two is the words in each, "This is my last and only will." The question might naturally be asked whether this case does not come within the principle of those cases which hold that a valid will may be made on detached sheets of paper. *Ela* v. *Edwards,* 82 Mass. (16 Gray) 91; *In Re Grubb's Estate,* 174 Pa. St. 187, 34 Atl. 573; *In Re Merryfield's Estate,* 167 Cal. 729, 141 Pac. 259; *In Re Swain's Will,* 162 N. C. 213, 78 S. E. 72. But these cases uniformly urge that there must be some connection in some way, or some coherence, or some natural sequence between these detached sheets, or else must show by their internal evidence that while separate they were connected in the mind of the testator as a whole. There is nothing in the principal case to show that the deceased intended the signature on the envelope to authenticate the will, or in other words that she intended this as her signature. Indeed there is nothing to show that the enclosed paper was not meant as a preliminary draft and that the signature on the envelope was a mere label. If the court should have found by parol evidence that the testatrix intended the signature on the envelope as an authentication of her holographic will the court might have admitted the will to probate under the Arizona statute. In the absence of such evidence, however, the court decided that the will must fail as not having been executed according to statutory requirements. For a recent case bearing upon the same point and based upon similar reasoning see *In Re Poland's Will,* (La. 1915) 68 So. 415.

WORKMEN'S COMPENSATION—AWARD SURVIVING TO REPRESENTATIVE OF DECEASED DEPENDENT.—A Workmen's Compensation Act provided that certain awards be given to dependents, upon the death of an employee. The Board of Awards allowed a certain sum to A, a dependent of B, a deceased employee, such sum to be paid by installments. Subsequently A died. The personal representative of A seeks to recover the balance. A section of the Workmen's Compensation Act provides that the Board of Awards, when the same is deemed advisable, may commute the periodical benefits to one or more lump sum payments, and it is claimed that, by virtue of this provision, the unpaid installments awarded A may, on account of A's death, be cancelled. *Held,* that the right to the installments vested in A at the time the award was made, and that the personal representative is therefore entitled

to recover. *State* v. *Industrial Commission of Ohio,* (Ohio, 1915) 111 N. E. 299.

This question of the vesting of the right to compensation is one which has arisen but a few times. No case appears to touch this question in the United States. However, two English cases and one Irish case appear to have decided the matter. In *United Colliers Limited* v. *Simpson,* [1909] A. C. 383, it was held that the personal representatives of the dependent might recover, since the right to compensation vested at the moment the employee was killed. *In Re O'Donovan and Cameron, Swan and Company,* [1901] 2 I. R. 633, has been cited as authority for the proposition that upon death of dependent, the personal representatives may not recover compensation due. But all that the case decides is that if dependent dies before presenting a claim, the personal representatives may not recover. Indeed, Lord ASHBOURNE says in his opinion, "But I say nothing as to what the rights of the parties would have been had the deceased's mother died after the institution of the proceedings." In *Darlington* v. *Roscoe and Sons* [1907] 1 K. B. 219, 76 L. J. Rep. 371, it is held that if a dependent gives notice of his claim, but dies before instituting proceedings, his personal representatives may recover. In the opinion of the court a very satisfactory answer is given to the doctrine often urged in defense of these claims, the doctrine that the maxim "Actio personalis moritur cum persona" applies.

WORKMEN'S COMPENSATION—EXTRA-TERRITORIAL EFFECT OF ACT.—G was killed while at work in a mine; he was a citizen of West Virginia, and was employed by the Davis Coal and Coke Co., which was also a West Virginia Company. The accident occurred in a part of the mine which was in Maryland though the mouth, or tipple, of the mine was in West Virginia. The widow sued in West Virginia under the provisions of its Compensation Act. The statute contained no provision for suits outside the state. *Held,* that she was entitled to recover as if the death had occurred in the state where the contract was made. *Gooding* v. *Ott, Commissioner,* (W. Va. 1916) 87 S. E. 862.

When there is no provision in the statute itself in regard to its extra-territorial effect, there is a conflict of authority. Massachusetts and Great Britain—by decisions of their courts—and Michigan and Wisconsin—by rulings of their Industrial Boards—hold that, in the absence of a provision in the statute itself, it has no extra-territorial effect; and where the accident occurs outside the state, a claim for compensation cannot be enforced in the state under the statute. *Gould's Case,* 215 Mass. 480, 102 N. E. 693; *Keyes-Davis Co.* v. *Allerdice,* Mich. Ind. Acc. Board (1913); *Ruling of Wis. Ind. Com.* (not in actual litigation); *Schwartz* v. *Telegraph Co.* [1912] 2 K. B. 299, 5 B. W. C. C. 390. In New Jersey and Ohio the opposite conclusion has been reached. *Deeny* v. *Wright & Cobb Lighterage Co.,* 36 N. J. Law J. 121; *Re Edward Schmidt,* Claim No. 6, Ohio St. Lia. B'd Aw'd (1912). The principles controlling the former line of cases is well stated by the court in *Gould's Case*: "To say that such acts are intended to operate on injuries received outside the state enacting them would give rise to many difficult